Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
		Tandems must be engineered using a		upon POI. Where the **CLEC is	
ı		design-blocking objective of Neal		collocated in a Verizon Wire	
l		Wilkenson B.005. Two-way trunk		Center, the POI shall be at the	
}		groups between the Verizon Tandems		Verizon Wire Center.	
l		which Verizon has designated as local			
ì		Tandems must be engineered using a		2.4.3 On a semi-annual basis,	
1		design-blocking objective of Neal		**CLEC shall submit a good	
]		Wilkenson B.01. Two-way trunk		faith forecast to Verizon of the	
		groups may not exceed applicable		number of [For NY & CT: Meet	
		blocking design objectives for three		Point A (high usage) and Meet	
1		(3) consecutive calendar study		Point B (final)/For all other	
}		months, and MCIm shall be solely		states: End Office and Tandem]	
1		responsible for maintaining such		Two-Way Local Interconnection	
j		objectives once the Parties begin		Trunks that **CLEC anticipates	
1		exchanging DIXC data on such trunk		that Verizon will need to provide	
		groups. Notwithstanding any other		during the ensuing two (2) year	
İ		term or condition of this		period. **CLEC's trunk	
Ì		Attachment IV, the Parties may, at		forecasts shall conform to the	
(MCIm's discretion, transmit Local		Verizon CLEC trunk forecasting	
i		Traffic, IntraLATA and InterLATA		guidelines as in effect at that	
}		Toll Traffic via two-way trunk		time.	
l		groups. The Parties may use either			
1		SONET OCn transmissions or the		2.4.4 The Parties shall meet	
}		conventional DS1 or DS3 interface at		(telephonically or in person)	
- 1		the point of Interconnection for two-		from time to time, as needed, to	
İ		way trunk groups, and DS3 interfaces		review data on [For NY & CT:	
i i		shall include a 3/1 multiplexer.		Meet Point A (high usage) and	
Į.				Meet Point B (final)/For all other	
1		1.8.2 Ordering. Subject to the other		states: End Office and Tandem]	
ĺ		terms and conditions of this		Two-Way Local Interconnection	
i		Agreement, MCIm shall be solely		Trunks to determine the need for	
1		responsible for determining the		new trunk groups and to plan any	
\ \		number of two-way trunk groups that		necessary changes in the number	
İ		Verizon should provide and for		of Two-Way Local	
1		ordering those trunk groups from		Interconnection Trunks.	
\		Verizon. Each order by MCIm for			
ĺ		two-way trunk groups shall be in the		2.4.5 Two-Way Local	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
1 (form of an Access Service Request		Interconnection Trunks shall	
i i		(an ASR). The ASR will set forth the		have SS7 Common Channel	
1 1		number of two-way trunk groups		Signaling. The Parties agree to	
1		ordered and the dates by which		utilize B8ZS and Extended Super	
1		MCIm would like Verizon to install		Frame (ESF) DS1 facilities,	
1		the trunk groups; provided, however,		where available.	
1		that, notwithstanding anything else set			
1		forth in this Agreement, standard		2.4.6 With respect to [For NY &	
1 1		intervals established by Verizon or		CT; Meet Point A (high	
		other intervals agreed upon by the		usage)/For other states: End	
1		Parties in writing shall govern		Office] Two-Way Local	
1		Verizon's provisioning of two-way		Interconnection Trunks, both	
1 [trunk groups. MCIm shall complete		Parties shall use an economic	
		and submit ASRs in accordance with,		CCS equal to five (5).	
1		and subject to, OBF guidelines, as in			
1		effect and amended, modified, or		2.4.7 [For NY & CT only: Meet	
1		revised from time to time. As MCIm		Point B] Two-Way Local	
1		is the ordering Party, MCIm solely		Interconnection Trunk groups	
1 1		will assume the Control Office		that connect to a Verizon access	
1		function for the two-way trunk group		Tandem shall be engineered	
		circuits, and Verizon will not control		using a design blocking objective	
		the sizing of two-way trunk groups.		of Neal-Wilkenson B.005 during	
1 1		If blocking on a two-way trunk group		the average time consistent busy	
1		exceeds the applicable design-		hour; [For NY & CT only: Meet	
1		blocking objective set forth in		Point B] Two-Way Local	
		Section [1.8] of this Attachment,		Interconnection Trunk groups	
		Verizon may, but is not obligated to,		that connect to a Verizon local	
1		submit to a Trunk Group Service		Tandem shall be engineered	
1		Request to MCIm requesting that		using a design blocking objective	
1 1		MCIm remedy the problem.		of Neal Wilkenson B.01 during	
ļ ļ				the average time consistent busy	
1 1		1.8.3 Exchange of Information and		hour. Verizon and **CLEC shall	
1		Agreement. Upon the request of		engineer Two-Way Local	
1 1		either Party, the Parties shall hold a		Interconnection Trunks using	
		joint planning meeting. At the joint		national standards.	
1		planning meeting: (a) each Party shall			
		provide to the other Party CCS		2.4.8 **CLEC shall determine	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
		information for traffic originated by		and order the number of Two-	
1		the providing Party; (b) the Parties		Way Local Interconnection	
		shall agree on the initial number of		Trunks that are required to meet	
		two-way trunk groups that Verizon		the applicable design blocking	
		should install and the interface		objective for all traffic carried on	
1		specifications at the point or points of		each Two-Way Local	
		Interconnection for such trunks; and		Interconnection Trunk group.	
1		(c) subject to mutual agreement, the		**CLEC shall order Two-Way	
		Parties shall establish project intervals		Local Interconnection Trunks by	
		and a conversion process by which		submitting ASRs to Verizon	
		MCIm may request that Verizon		setting forth the number of Two-	
		convert existing one-way trunk		Way Local Interconnection	
		groups to two-way trunk groups.		Trunks to be installed and the	
1				requested installation dates	
		1.8.4 Planning Meetings. The Parties		within Verizon's effective	
Į.		shall meet (by telephone or in person)		standard intervals or negotiated	
İ		from time to time, as they deem		intervals, as appropriate.	
		necessary, to review the amounts of		**CLEC shall complete ASRs in	
		traffic exchanged between the Parties		accordance with Ordering and	
		via two-way trunk groups and to		Billing Forum Guidelines as in	
1		determine, based on that data,		effect from time to time.	
Ì		whether or not MCIm should order,		1	
		and Verizon should install, additional		2.4.9 Verizon may monitor	
		two-way trunk groups.		Two-Way Local Interconnection	
ı				Groups using service results for	
1		1.8.5 Forecasts		the applicable design blocking	
ł				objective. If Verizon observes	
i		1.8.5.1 The Parties shall provide a		blocking in excess of the	
		good faith forecast of the number of		applicable design objective on	
l		two-way trunk groups that the Parties		any final Two-Way Local	
ļ		expect to require during the two-year		Interconnection Trunk group and	
1		period that follows the date of such		**CLEC has not notified Verizon	
1		forecast (Two-Way Trunk Group		that it has corrected such	
1		Forecast). Each Two-Way Trunk		blocking, Verizon may submit to	
		Group Forecast shall include:		**CLEC a Trunk Group Service	
İ				Request directing **CLEC to	
		1.8.5.1.1 Yearly forecasted trunk		remedy the blocking. Upon	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
		quantities to each Verizon End Office		receipt of a Trunk Group Service	
1		and Tandem affected by the exchange		Request, **CLEC will complete	
į į		of traffic between the Parties, Access		an ASR to augment the Two-	
1		Carrier Terminal Location (ACTL),		Way Local Interconnection	
		interface type (e.g., DS1), and trunks		Group with excessive blocking	
		in service each year (cumulative);		and submit the ASR to Verizon	
				within five (5) business days.	
1		1.8.5.1.2 The use of A location/Z			
1		location Common Language Location		2.4.10 [For NY & CT: Any	
İ		Identifier, which is described in		Meet Point B/For all other states:	
j		Belicore documents BR 795-100-100		Any Tandem] Two-Way Local	
Ì		and BR 795-400-100; and		Interconnection Trunk group	
ł				between the **CLEC's POI and	
}		1.8.5.1.3 Descriptions of major		a Verizon Tandem will be	
		network projects shall be provided in		limited to a maximum of 240	
		the forecasts. Major network projects		trunks unless otherwise agreed to	
İ		include, but are not limited to,		by the Parties. In the event that	
ļ		trunking or network rearrangements,		any [For NY & CT: Meet Point	
		shifts in anticipated traffic patterns, or		B /For all other states: Tandem]	
l		other activities by the Parties that are		Two-Way Local Interconnection	
		reflected by a significant increase or		Trunk group exceeds the 240	
		decrease in trunking demand for the		trunk level at any time, **CLEC	
		following forecasting period.		shall promptly submit an ASR to	
		į į		Verizon to establish new or	
İ		1.8.5.2 MCIm shall submit its first		additional [For NY & CT: Meet	
ľ		Two-Way Trunk Group Forecast to		Point A/For all other states: End	
		Verizon within thirty (30) days after		Office] Trunk groups to insure	
		the Effective Date and at the end of		that such [For NY & CT: Meet	
İ		each six-month period thereafter.		Point B /For all other states:	
		Verizon shall provide its forecast		Tandem] Two-Way Local	
l		within 30 days after receipt of		Interconnection Trunk group	
		MCIm's forecast, and MCIm shall be		does not exceed the 240 trunk	
1		solely responsible for the ultimate		level.	
j		sizing of the trunk groups. Verizon			
1		shall be responsible for maintaining		2.4.11 Upon request, **CLEC	
]		two-way trunk groups between		will submit a written report to	
		Verizon End Offices, and MCIm		Verizon each month setting forth	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	-
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
		switches shall be arranged to		trunk utilization information and	
-		overflow traffic to the Verizon Trunk		percentages. **CLEC will	
		Groups between Verizon End Offices		calculate utilization percentages	
		and Tandems. Verizon shall engineer		by using a traffic data	
1		these Trunk Groups using a design-		analyzation system specified by	
1		blocking objective of Poisson P.005		Verizon, industry standard study	
		from Verizon End Offices to Verizon		periods and a time consistent	
		Access Tandems and Poisson P.001		busy hour	
		for Trunk Groups between Verizon			
l		End Offices and Tandems Verizon		2.4.12 The Parties will review	
1		has designated as local Tandems.		all Tandem Two-Way Local	
		These trunk groups may not exceed		Interconnection Trunk groups	
1		the applicable blocking design		that reach a utilization level of	
1		objectives for three (3) consecutive		seventy percent (70%), or	
1		calendar study months, and Verizon		greater, to determine whether	
		shall be solely responsible for		those groups should be	
		maintaining such objectives. Verizon		augmented. **CLEC will	
,		shall not be responsible for any delays		promptly augment all Tandem	
		in the provisioning of any two-way		Two-Way Local Interconnection	
}		trunk groups ordered by MCIm that		Trunk groups that reach a	
		have not been forecasted by MCIm.		utilization level of eighty percent	
]				(80%) by submitting ASRs for	
				additional trunks sufficient to	
ļ		1.8.5.3 Upon the establishment of		attain a utilization level of	
1		any new two-way trunk groups, and		approximately seventy percent	
		until the Parties are exchanging DIXC		(70%), unless the Parties agree	
1		data on the two-way trunk group		that additional trunking is not	
l		circuits, the Parties shall monitor and		required. For each Tandem Two-	
l		may either augment trunks or		Way Local Interconnection	
!		disconnect trunks based on the		Trunk group with a utilization	
ļ		application of reasonable engineering		level of less than sixty percent	
į .		criteria to the actual traffic volume		(60%), unless the Parties agree	
		experienced.		otherwise, **CLEC will	
}				promptly submit ASRs to	
1		1.8.7 Utilization Levels. If facilities		disconnect a sufficient number of	
		between the Parties reach a utilization		Local Interconnection Trunks to	
		level of sixty percent (60%) based on		attain a utilization level of	

Issue	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
		an industry standard study period, the		approximately sixty percent	
1		Parties shall commence building		(60%) for each respective group.	
		additional facilities to meet the		In the event **CLEC fails to	
		forecasted growth. If a two-way		submit an ASR for Two-Way	
		trunk group between a Verizon		Local Interconnection Trunks in	
1		Tandem and a point of		conformance with this section,	
- [Interconnection has a utilization level		Verizon may bill **CLEC for the	
		of less than sixty percent (60%) for		excess Local Interconnection	
\		three (3) consecutive months, MCIm		Trunks at the applicable rates	
		shall submit an order to Verizon		provided for in the Pricing	
ì		promptly to disconnect enough trunks		Attachment.	
[to achieve a utilization level of sixty			
1		percent (60%), unless the Parties		2.4.13 The performance standard	
-		agree that such trunks should not be		on [For NY & CT only: Meet	
1		disconnected.		Point B/For all other states: final]	
Į.				Two-Way Local Interconnection	
ļ		1.8.8 Two-Way Trunk Group		Trunks shall be that no such	
1		Charges. The Parties shall bill each		Local Interconnection Trunk	
		other for any two-way trunk groups		group will exceed its design	
}		provided. The recurring charges that		blocking objective (B.005 or	
		each of the Parties shall pay shall are		B.01, as applicable) for three (3)	
		equal to the product of (a) the		consecutive calendar traffic study	
l		recurring charges set forth in		months.	
		Attachment I, Table I and (b) the			
1		Proportionate Percentage of Use		2.4.14 Because Verizon will not	
		(PPU). The nonrecurring charges that		be in control of the timing and	
		the Parties shall bill are equal to the		sizing of the Two-Way Local	
		product of (c) the nonrecurring		Interconnection Trunks between	
		charges set forth in Attachment I,		its network and **CLEC's	
ļ		Table 1 and (d) fifty percent (50%).		network, Verizon's performance	
		During the three (3)-month period		on these Two-Way Local	
}		after the date on which the Parties		Interconnection Trunk groups	
		install a two-way trunk group		shall not be subject to any	
1		between the Parties' networks, the		performance measurements and	
		PPU shall be equal to fifty percent		remedies under this Agreement,	
		(50%). Thereafter, the Parties may		and, except as otherwise required	
		continue to use the same PPU or they		by Applicable Law, under any	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
		may recalculate the PPU at three (3)-		FCC or Commission approved	
1		month intervals. If the Parties choose		carrier-to-carrier performance	
1 1		to recalculate the PPU effective as of		assurance guidelines or plan.	
		a particular date, the new PPU shall			
		be equal to the quotient of (a) the		2.4.15 Upon three (3) months	
]		minutes of traffic delivered by the		prior written notice and with the	
1		requesting Party to the other Party via		mutual agreement of the Parties,	
		any two-way trunk groups during the		either Party may withdraw its	
]]		three months (the "PPU Months")		traffic from a Two-Way Local	
] [immediately preceding such date		Interconnection Trunk group and	
		divided by (b) the sum of (i) the		install One-Way Local	
]]		minutes of traffic delivered by the		Interconnection Trunks to the	
1 1		requesting Party to the other Party via		applicable POI.	
1		such trunks during the PPU Months			
1		and (ii) the minutes of traffic		2.4.16 Notwithstanding any	
1		delivered to the other Party by the		other provision of this	
1		requesting Party via such trunks		Agreement, Two-Way Local	
]]		during the PPU Months. In addition,		Interconnection Trunks shall	
1		an originating Party shall pay		only carry [For NY & CT:	
		reciprocal compensation as set forth		Reciprocal Compensation	
]		in Attachment I to the receiving Party		Traffic/For all other states: Local	
}		for the transport and termination of		Traffic, IntraLATA Toll Traffic	
1 1		Local Traffic delivered by the		and Internet Traffic.]	
} }		originating Party to the receiving			
 		Party via two-way trunk groups at the		2.4.17 **CLEC will route its	
]]		rates set forth in Table 1 of Attachment I.		traffic to Verizon over the [For	
1 1		Attachment 1.		NY & CT: Meet Point A and/or	
1 1				Meet Point B/ For all other	
1 1				states: End Office and Tandem]	
1				Two-Way Local Interconnection Trunks in accordance with SR-	
				TAP192, including but not	
[[limited to those standards	
]]		requiring that a call from	
1		1		**CLEC to a Verizon End Office	
1				will first be routed to the IFor	
				NY & CT: Meet Point A/ For all	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
				other states: End Office] Local	
1		1		Interconnection Trunk group	
				between **CLEC and the	
]		Verizon End Office.	
				· [
1		1		2.4.18 When the Parties	
i				implement Two-Way Local	
i		1		Interconnection Trunks, the	
ŀ				Parties will work cooperatively	
		1		to calculate a Proportionate	
				Percentage of Use or "PPU"	
		<u> </u>		factor, based on the total number	
				of minutes of Traffic that each	
				Party originates over the Two-	
1				Way Local Interconnection	
- 1				Trunks **CLEC will pay a	
ļ				percentage of Verizon's monthly	
į		į į		recurring charges for the facility	
ł				on which the Two-Way Local	
		1		Interconnection Trunks ride	
ì				equal to **CLEC's percentage of	
				use of the facility as shown by	
l		1		the PPU. The PPU shall not be	
1				applied to calculate the charges	
]				for any portion of a facility that	
		i i		is on **CLEC's side of	
				**CLEC's-IP, which charges	
ļ		1		shall be solely the financial	
1		}		responsibility of **CLEC. Non-	
				recurring charges for the facility	
ļ				on which the Two-Way	
		1		Interconnection Trunks ride shall	
ļ				be apportioned as follows: (a)	
ŀ				for the portion of the Trunks on	
ļ				Verizon's side of the **CLEC-	
l				IP, the non-recurring charges	
				shall be divided equally between	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
				the Parties; and, (b) for the	
				portion of the Trunks on	
1				**CLEC's side of the **CLEC-	
				IP, **CLEC shall be solely	
İ				responsible for the non-recurring	
Ì				charges. Notwithstanding the	ì
1				foregoing provisions of this	
1				Section 2.4.18, if **CLEC fails	
}				to provide IPs at Verizon's	
1				Tandem or End Office(s) in	
İ				accordance with this Agreement,	
				**CLEC will be responsible for	
ł				one hundred percent (100%) of	
ļ				all recurring and non-recurring	
i				charges associated with Two-	
1			,	Way Local Interconnection	
l				Trunk groups until **CLEC	
L				establishes such IPs.	
IV-3	Should the Interconnection	Attachment IV, Section 1.1.6 et seq.	The Interconnection Agreement	2.4 Two-Way Interconnection	Verizon's proposal provides the
1	Agreement contain specific		should contain specific details	Trunks.	Parties with a clear understanding
	provisions concerning when the	1.1.6 Sizing and Structure of	regarding trunk and facility		with respect to trunk provisioning and
	parties should begin planning for	Interconnection Facilities	augmentation so as to insure adequate	2.4.1 Where the Parties have	augmentation. By contrast,
1	trunk and facility augmentation?		capacity for call completion.	agreed to use Two Way Local	WorldCom does not explain what
		1.1.6.1 The Parties shall work		Interconnection Trunks, prior to	"guidelines" the Parties should
		cooperatively to install and maintain		ordering any Two-Way Local	establish to avoid subsequent
1		efficient and reliable Interconnection		Interconnection Trunks from	disagreements. It also does not
		arrangements.		Verizon, **CLEC shall meet	clarify how its proposal will ensure
]		1.1.6.2 The Interconnection facilities		with Verizon to conduct a joint	that "facilities" are maintained.
		provided by each Party will be		planning meeting ("Joint	Finally, WorldCom's proposal is
		formatted in accordance with		Planning Meeting"). At that	inadequate in that it also does not explain what it means by facility
		Section [4] of this Attachment IV.		Joint Planning Meeting, each Party shall provide to the other	augmentation.
		Section [4] of this Attachment IV.		Party shan provide to the other Party originating CCS (Hundred	augmentation.
		1.1.6.3 The capacity of	[Call Second) information, and	
		Interconnection facilities provided by		the Parties shall mutually agree	
		each Party will be based on mutual		on the appropriate initial number	
		forecasts and sound engineering		of Two-Way [For NY & CT:	
IZENZ NAZY		Torocasis and sound engineering	L	ULIWU-Way [PULIVI & CT:	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
		practice, as agreed by the Parties		Meet Point A (high usage) and	
		during planning and forecasting		Meet Point B (final)/For all other	
1 1		meetings. MCIm will determine the		states: End Office and Tandem]	
1		appropriate sizing for facilities based		Local Interconnection Trunks	
1		on these standards.		and the interface specifications at	
1		1		the Point of Interconnection	
1		1.1.6.4 The Parties shall work		(POI).	
		cooperatively to ensure the adequacy			
1 1		of Interconnection facilities. The		2.4.2 Two-Way Local	
1 1		Parties shall augment existing		Interconnection Trunks shall be	
		facilities when the overall system		from a Verizon End Office or	
1		facility is at fifty percent (50%) of		Tandem to a mutually agreed	
1 1		capacity, or as otherwise agreed.		upon POI. Where the **CLEC is	
		Facilities will be augmented to ensure		collocated in a Verizon Wire	
1 1		adequate facility capacity for at least		Center, the POI shall be at the	
1		two years of forecasted traffic.		Verizon Wire Center.	
		1.1.6.5 The Parties shall complete the		2.4.3 On a semi-annual basis,	
1		construction of relief facilities within		**CLEC shall submit a good	
		two months of the identification of		faith forecast to Verizon of the	
}		the need to augment existing		number of [For NY & CT: Meet	
		facilities, or sooner, if facilities		Point A (high usage) and Meet	
}		exhaust is imminent.		Point B (final)/For all other	
1		CANADA IS IMMINICIR.		states: End Office and Tandem)	
} }		1.1.6.6 Except in those cases in		Two-Way Local Interconnection	
1		which one Party may lease		Trunks that **CLEC anticipates	
t 1		Interconnection facilities from the		that Verizon will need to provide	
1		other Party, there will be no		during the ensuing two (2) year	
1		compensation between the Parties for		period. **CLEC's trunk	
		use of the Interconnection facilities.		forecasts shall conform to the	
[Verizon CLEC trunk forecasting	
				guidelines as in effect at that	
1 !				time.	
1				unic.	
				2.4.4 The Parties shall meet	
				(telephonically or in person)	
				from time to time, as needed, to	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
				review data on [For NY & CT:	
1				Meet Point A (high usage) and	
		ì		Meet Point B (final)/For all other	
		l		states: End Office and Tandem]	
- 1				Two-Way Local Interconnection	
				Trunks to determine the need for	
į.				new trunk groups and to plan any	
				necessary changes in the number	
		1		of Two-Way Local	
				Interconnection Trunks.	
				2.4.5 Two-Way Local	
				Interconnection Trunks shall	
1]		have SS7 Common Channel	
l				Signaling. The Parties agree to	
1				utilize B8ZS and Extended Super	
1]		Frame (ESF) DS1 facilities,	
				where available.	
				2.4.6 With respect to [For NY &	
i i		1		CT: Meet Point A (high	
				usage)/For other states: End	
1				Office Two-Way Local	
į.		,		Interconnection Trunks, both	
				Parties shall use an economic	
Ì				CCS equal to five (5).	
				2.4.7 [For NY & CT only: Meet	
1		1		Point B] Two-Way Local	
				Interconnection Trunk groups	
1		1		that connect to a Verizon access	
1		1		Tandem shall be engineered	
[i		using a design blocking objective	
1				of Neal-Wilkenson B.005 during	
}				the average time consistent busy	
ĺ				hour; [For NY & CT only: Meet	
ł				Point B] Two-Way Local	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
				Interconnection Trunk groups	
]				that connect to a Verizon local	
1				Tandem shall be engineered	
				using a design blocking objective	
				of Neal Wilkenson B.01 during	
1				the average time consistent busy	
1				hour. Verizon and **CLEC shall	
1 1				engineer Two-Way Local	
1				Interconnection Trunks using	
				national standards.	
				2.4.8 **CLEC shall determine	
1 1				and order the number of Two-	
1 1				Way Local Interconnection	
1 1				Trunks that are required to meet	
1 1				the applicable design blocking	
1 1				objective for all traffic carried on	
1 1				each Two-Way Local	
1				Interconnection Trunk group.	
				**CLEC shall order Two-Way	
j ;				Local Interconnection Trunks by	
()				submitting ASRs to Verizon	
1				setting forth the number of Two-	
1				Way Local Interconnection	
				Trunks to be installed and the	
1 1				requested installation dates	
1 1				within Verizon's effective	
1 1				standard intervals or negotiated	
1 1				intervals, as appropriate.	
1 1]		**CLEC shall complete ASRs in	
				accordance with Ordering and	
				Billing Forum Guidelines as in	
				effect from time to time.	
				2.4.9 Verizon may monitor	
1 1				Two-Way Local Interconnection	
				Groups using service results for	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
				the applicable design blocking	
)				objective. If Verizon observes	
		1		blocking in excess of the	
	,			applicable design objective on	
				any final Two-Way Local	
				Interconnection Trunk group and	
				**CLEC has not notified Verizon	
				that it has corrected such	
				blocking, Verizon may submit to	
				**CLEC a Trunk Group Service	
				Request directing **CLEC to	
1				remedy the blocking. Upon	
				receipt of a Trunk Group Service	
į į				Request, **CLEC will complete	
1		1		an ASR to augment the Two-	
(Way Local Interconnection	
į l				Group with excessive blocking	
1				and submit the ASR to Verizon	
				within five (5) business days.	
				2.4.10 (15 NIV 8 CT- 4	
1				2.4.10 [For NY & CT: Any	
1 1				Meet Point B/For all other states:	
İ				Any Tandem] Two-Way Local	
1				Interconnection Trunk group between the **CLEC's POI and	
]				a Verizon Tandem will be	
				limited to a maximum of 240	
				trunks unless otherwise agreed to	
]				by the Parties. In the event that	
}				any [For NY & CT: Meet Point	
				B /For all other states: Tandem	
				Two-Way Local Interconnection	
]				Trunk group exceeds the 240	
1				trunk level at any time, **CLEC	
				shall promptly submit an ASR to	!
				Verizon to establish new or	ļ
]				additional [For NY & CT: Meet	
		L	L	additional [Fol N L & C L: Meet	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
				Point A/For all other states: End	
1				Office] Trunk groups to insure	
ļ				that such [For NY & CT: Meet	
				Point B /For all other states:	
				Tandem] Two-Way Local	
				Interconnection Trunk group	
-				does not exceed the 240 trunk	
				level.	
				2.411.11	
				2.4.11 Upon request, **CLEC	
				will submit a written report to	
ļ				Verizon each month setting forth trunk utilization information and	
1					
				percentages. **CLEC will calculate utilization percentages	
				by using a traffic data	
]				analyzation system specified by	
Į.				Verizon, industry standard study	
				periods and a time consistent	
1				busy hour	
				ousy nour	
				2.4.12 The Parties will review	
ļ		1		all Tandem Two-Way Local	
1				Interconnection Trunk groups	
ĺ		1		that reach a utilization level of	
				seventy percent (70%), or	
Ì				greater, to determine whether	
[[those groups should be	
				augmented. **CLEC will	
				promptly augment all Tandem	
1				Two-Way Local Interconnection	
ì				Trunk groups that reach a	
}				utilization level of eighty percent	
1				(80%) by submitting ASRs for	
l				additional trunks sufficient to	
ĺ				attain a utilization level of	
		PIONEDG IC NECESCADY, WIJC (L.)		approximately seventy percent	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
No.	Statement of Issue	Language	Petitioners' Rationale	Language (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Local Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, **CLEC will promptly submit ASRs to disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event **CLEC fails to submit an ASR for Two-Way Local Interconnection Trunks in conformance with this section, Verizon may bill **CLEC for the excess Local Interconnection Trunks at the applicable rates provided for in the Pricing Attachment.	Verizon Rationale
				2.4.13 The performance standard on [For NY & CT only: Meet Point B/For all other states: final] Two-Way Local Interconnection Trunks shall be that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months. 2.4.14 Because Verizon will not	

No. Statement of Issue Language Petitioners' Rationale Be in control of the timing and sizing of the Two Way Local Interconnection Trunks between its network and "CLEC" so network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan. 2.4.15 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Local Interconnection Trunks to the applicable POI. 2.4.16 Notwithstanding any other provision of this Agreement, Two-Way Local Interconnection Trunks to the applicable POI. 2.4.16 Notwithstanding any other provision of this Agreement, Two-Way Local Interconnection Trunks shall only carry [Por NY & CT: Reciprocal Compensation Traffic, Intral. ATA Toll Traffic and Internet Traffic.] and Internet Traffic.	Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and **CLEC's network. Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan. 2.4.15 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Local Interconnection Trunks group and install One-Way Local Interconnection Trunks to the applicable POI. 2.4.16 Notwithstanding any other provision of this Agreement, Two-Way Local Interconnection Trunks to the applicable POI. 2.4.16 Notwithstanding any other provision of this Agreement, Two-Way Local Interconnection Trunks to the applicable POI. 2.4.16 Notwithstanding any other provision of this Agreement, Two-Way Local Interconnection Trunks shall only carry [For NY & CT]. Reciprocal Compensation Traffic for all other states: Local Traffic, Intraffic for all other states: Local Traffic, Intraffic for all other states: Local Traffic, Intraffic	No.	Statement of Issue		Petitioners' Rationale		Verizon Rationale
and Internet Traffic.		Statement of Issue		Petitioners' Rationale	be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and **CLEC's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan. 2.4.15 Upon three (3) months prior written notice and with the mutual agreement of the Parties, either Party may withdraw its traffic from a Two-Way Local Interconnection Trunk group and install One-Way Local Interconnection Trunks to the applicable POI. 2.4.16 Notwithstanding any other provision of this Agreement, Two-Way Local Interconnection Trunks shall only carry [For NY & CT: Reciprocal Compensation Traffic/For all other states: Local Traffic, IntraLATA Toll Traffic	Verizon Rationale
2.4.17 **CLEC will route its					and Internet Traffic.]	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
				traffic to Verizon over the [For	
				NY & CT: Meet Point A and/or	
				Meet Point B/ For all other	
				states: End Office and Tandem]	
				Two-Way Local Interconnection	
]				Trunks in accordance with SR-	
				TAP192, including but not	
•				limited to those standards	
				requiring that a call from	
1				**CLEC to a Verizon End Office	
				will first be routed to the [For	
Į.				NY & CT: Meet Point A/ For all	
ļ				other states: End Office] Local	
ļ				Interconnection Trunk group	
				between **CLEC and the	
Į				Verizon End Office.	
				2.4.18 When the Parties	
				implement Two-Way Local	
				Interconnection Trunks, the	
1		1		Parties will work cooperatively	
l				to calculate a Proportionate	
1				Percentage of Use or "PPU"	
				factor, based on the total number	
i				of minutes of Traffic that each	
				Party originates over the Two-	
				Way Local Interconnection	
				Trunks **CLEC will pay a	
		\ \		percentage of Verizon's monthly	
1				recurring charges for the facility	
ļ				on which the Two-Way Local	
i				Interconnection Trunks ride	
1				equal to **CLEC's percentage of	
1				use of the facility as shown by	
Į.				the PPU. The PPU shall not be	
1				applied to calculate the charges	
				for any portion of a facility that	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	bereit, grant to the state of t
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
1				is on **CLEC's side of	
1				**CLEC's-IP, which charges	
				shall be solely the financial	
				responsibility of **CLEC. Non-	
				recurring charges for the facility	
1		1		on which the Two-Way	
				Interconnection Trunks ride shall	
			•	be apportioned as follows: (a)	
				for the portion of the Trunks on	
}		1		Verizon's side of the **CLEC-	
				IP, the non-recurring charges	
1				shall be divided equally between	
		1		the Parties; and, (b) for the	
				portion of the Trunks on	
				**CLEC's side of the **CLEC-	
				IP, **CLEC shall be solely	
				responsible for the non-recurring	
				charges. Notwithstanding the	
				foregoing provisions of this Section 2.4.18, if **CLEC fails	
		į.		to provide IPs at Verizon's	
				Tandem or End Office(s) in	
ĺ				accordance with this Agreement,	
				**CLEC will be responsible for	
ĺ				one hundred percent (100%) of	
				all recurring and non-recurring	
l				charges associated with Two-	
i				Way Local Interconnection	
ŀ				Trunk groups until **CLEC	
-				establishes such IPs.	
ì				13. Joint Network Implementation	
				and Grooming Process; and	
ì		1		Installation, Maintenance, Testing and	
				Repair	
İ		1			
				13.1 Joint Network Implementation	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	<u> </u>
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
7,01	Statement of 1850c	Danguage	1 Cutioners Rationale	and Grooming Process.	Verizon Kanonaie
į i				and Grooming Process.	
				Upon request of either Party, the	
				Parties shall jointly develop an	
				implementation and grooming process	
1				(the "Joint Grooming Process" or	
1				"Joint Process") which may define	
				and detail, inter alia.	
Į .				and detail, inter ana.	
				13.1.1 standards to ensure that	
1				Local Interconnection Trunks	
i .				experience a grade of service,	
				availability and quality which is	
				comparable to that achieved on	
				interoffice trunks within	
				Verizon's network and in accord	
				with all appropriate relevant	
				industry-accepted quality,	
i				reliability and availability	
) }		1	•	standards. Except as otherwise	
1				stated in this Agreement, trunks	
ł l				provided by either Party for	
				Interconnection services will be	
1				engineered using a design	
1				blocking objective of B.01.	
1				13.1.2 the respective duties and	
1				responsibilities of the Parties	
1				with respect to the administration	
i l			.	and maintenance of the trunk	
]				groups, including, but not limited	
{				to, standards and procedures for	
1 1				notification and discoveries of	
}				trunk disconnects;	
[
L				13.1.3 disaster recovery	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
				provision escalations;	
		1			
1 1				13.1.4 additional technically	
		i		feasible and geographically	
				relevant IP(s) in a LATA as	
				provided in Section 8; and	
1 1					
1 1		1		13.1.5 such other matters as the	
1 1				Parties may agree, including,	
1 1		1		e.g., End Office to End Office	
				high usage trunks as good	
1		1		engineering practices may	
		i		dictate.	
1		1			
1				13.2 Installation, Maintenance,	
1 1		1		Testing and Repair.	
1					
}		1		Unless otherwise agreed in writing by	
				the Parties, to the extent required by Applicable Law, Interconnection	
}		1		provided by a Party shall be equal in	
}				quality to that provided by such Party	
} }				to itself, any subsidiary, affiliates or	
j				third party. If either Party is unable	
ł		1		to fulfill its obligations under this	
l j				Section 13.2, it shall notify the other	
\		1		Party of its inability to do so and will	
				negotiate alternative intervals in good	
				faith. The Parties agree that to the	
				extent required by Applicable Law,	
				the standards to be used by a Party for	
				isolating and clearing any	
				disconnections and/or other outages	
				or troubles shall be at parity with	
				standards used by such Party with	
				respect to itself, any subsidiary,	

No. Statement of Issue Language Petitioners' Rationale affiliate or third party. 13.3 Forecasting Requirements for Trunk Provisioning. Within ninety (90) days of executing this Agreement, **CLEC shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All	Issue	Petitioners' Proposed Contract		Verizon's Proposed Contract	
13.3 Forecasting Requirements for Trunk Provisioning. Within ninety (90) days of executing this Agreement, **CLEC shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All	No. Statement of Issue		Petitioners' Rationale	Language	Verizon Rationale
Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for **CLEC-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative). 13.3.1 Initial Forecasts/Trunking Requirements. Because		Petitioners' Proposed Contract Language	Petitioners' Rationale	Language affiliate or third party. 13.3 Forecasting Requirements for Trunk Provisioning. Within ninety (90) days of executing this Agreement, **CLEC shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for **CLEC-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).	Verizon Rationale

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
				segments to whom **CLEC	
Ì				decides to market its services,	
I				Verizon will be largely	
1				dependent on **CLEC to provide	
i				accurate trunk forecasts for both	
ŀ		1		inbound (from Verizon) and	
1				outbound (to Verizon) traffic.	
}		1		Verizon will, as an initial matter	
1				provide the same number of	
ł		1		trunks to terminate Local Traffic	
- 1				to **CLEC as **CLEC provides	
Į				to terminate Local Traffic to	
ļ				Verizon. At Verizon's	
į		Į.		discretion, when **CLEC	
i				expressly identifies particular	
				situations that are expected to	
				produce traffic that is	
				substantially skewed in either the	
				inbound or outbound direction,	
1		1		Verizon will provide the number	
}			•	of trunks **CLEC suggests;	
J				provided, however, that in all	
1		1		cases Verizon's provision of the	
1				forecasted number of trunks to	
1				**CLEC is conditioned on the	
Í				following: that such forecast is	
1		1		based on reasonable engineering	
				criteria, there are no capacity	
1				constraints, and **CLEC's	
				previous forecasts have proven to	
l				be reliable and accurate.	
-				13.3.1.1 Monitoring and	
l				Adjusting Forecasts.	
				Verizon will, for ninety (90)	
]		1		days, monitor traffic on each	
				trunk group that it	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
1				establishes at **CLEC's	
				suggestion or request	
				pursuant to the procedures	
1				identified in Section 13.3.1.	
! !				At the end of such ninety	
1 1				(90) day period, Verizon	
ļ j				may disconnect trunks that,	
i i				based on reasonable	
1				engineering criteria and	
[[į l		capacity constraints, are not	
				warranted by the actual	
1 1				traffic volume experienced.	
]				If, after such initial ninety	
				(90) day period for a trunk	
				group, Verizon determines	
]				that any trunks in the trunk	
]]				group in excess of two (2)	
				DS-1s are not warranted by	
j j				actual traffic volumes	
				(considering engineering	
1				criteria for busy hour CCS	
! !				and blocking percentages),	
}				then Verizon may hold	
				**CLEC financially	
{				responsible for the excess	
l i				facilities.	
				13.3.1.2 In subsequent	
				periods, Verizon may also	
				monitor traffic for ninety	
				(90) days on additional trunk	
1				groups that **CLEC	
				suggests or requests Verizon	
))				to establish. If, after any	
				such (90) day period,	
! !				Verizon determines that any	
				trunks in the trunk group are	

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
				not warranted by actual	
l				traffic volumes (considering	
				engineering criteria for busy	
ļ		1		hour CCS and blocking	
				percentages), then Verizon	
				may hold **CLEC	
1				financially responsible for	
}				the excess facilities. At any	
ļ				time during the relevant	
				ninety (90) day period,	
]				**CLEC may request that	
				Verizon disconnect trunks to	
				meet a revised forecast. In	
				such instances, Verizon may	
				hold **CLEC financially responsible for the	
1				disconnected trunks	
1	}			retroactive to the start of the	
				ninety (90) day period	
				through the date such trunks	
				are disconnected.	
IV-4	Should the Interconnection	Attachment IV, Section 1.1.4 et seq.	The proposed provisions will	1. General	Verizon's proposed interconnection
1	Agreement include terms specifying		facilitate interconnection by		agreement addresses the
	that Verizon shall respond to a	1.1.4 Verizon shall respond to	establishing a date by which Verizon	Each Party ("Providing Party") shall	interconnection interval that is
	request for Interconnection within ten	MCIm's request for Interconnection	shall respond to interconnection	provide to the other Party, in	appropriate, reasonable and applies to
ì	business days after the date of the	within ten business days after the date	requests. Also, they will protect the	accordance with this Agreement and	all CLECs in a non-discriminatory
1	request; will provide any information	of the request.	health of personnel involved in	Applicable Law, interconnection with	manner. Verizon proposes that
	available to it regarding adverse		provisioning interconnection.	the Providing Party's network for the	WorldCom provide Verizon with
	environmental or other conditions at a	1.1.4.1 Verizon shall acknowledge in		transmission and routing of	prior written notice of its intent to
	point of Interconnection or the	writing its receipt of MCIm's request		Telephone Exchange Service and	interconnect. This notice will include
	Interconnection route; shall allow	for Interconnection.		Exchange Access.	specific information that will enable
1	WorldCom to perform any site				the Parties to interconnect their
Į	investigations, including, but not			4. Initiating Interconnection	respective facilities. Verizon will
	limited to, asbestos surveys, which	1.1.4.2 Verizon shall provide any		A LICENST DO L	also provide WorldCom with
	WorldCom may deem to be necessary	information available to it regarding		4.1 If **CLEC determines to offer	environmental and other hazardous
L	in support of its interconnection	adverse environmental or other	L	Telephone Exchange Services and to	condition information in accordance

Issue		Petitioners' Proposed Contract		Verizon's Proposed Contract	
No.	Statement of Issue	Language	Petitioners' Rationale	Language	Verizon Rationale
	needs; will make alternative routes	conditions involving a POI or the		interconnect with Verizon in any	with applicable law.
ĺ	available for WorldCom's	Interconnection route or location		LATA in which Verizon also offers	
	consideration if Interconnection is	including, but not limited to, the		Telephone Exchange Services and in	
İ	complicated by the presence of	existence and condition of asbestos,		which the Parties are not already	
	environmental contamination or other	lead paint, radon, or other hazardous		interconnected pursuant to this	
	conditions?	substance contamination.		Agreement, **CLEC shall provide	
		Information is considered "available"		written notice to Verizon of the need	
		if it is in Verizon's possession, or the		to establish Interconnection in such	
		possession of a current or former		LATA pursuant to this Agreement.	
		agent, contractor, employee, Affiliate,			
		lessor, or tenant of Verizon.		4.2 The notice provided in Section	
]		5.1 shall include (a) the initial	
		1		Routing Point(s); (b) the applicable	
		1.1.4.3 Verizon shall allow MCIm to		**CLEC-IPs to be established in the	
		perform any site investigations,		relevant LATA in accordance with	
		including, but not limited to, asbestos		this Agreement; (c) **CLEC's	
		surveys, which MCIm may deem to		intended Interconnection activation	
		be necessary in support of its		date; and (d) a forecast of **CLEC's	
		interconnection needs.		trunking requirements conforming to	
				Section 14.3; and (e) such other	
		1.1.4.4 If Interconnection is		information as Verizon shall	
		complicated by the presence of		reasonably request in order to	
		environmental contamination or other		facilitate Interconnection.	
		conditions and an alternative route is		Ì	
		available, Verizon shall make the		4.3 The interconnection activation	
		alternative route available for MCIm's		date in the new LATA shall be	
		consideration.		mutually agreed to by the Parties after	
		1		receipt by Verizon of all necessary	
				information as indicated above.	
,				Within ten (10) business days of	
				Verizon's receipt of **CLEC's notice	
				provided for in Section 4.1, Verizon	
				and **CLEC shall confirm the	
		1		Verizon-IP(s), the **CLEC-IP(s) and	
				the mutually agreed upon	
]		Interconnection activation date for the	
				new LATA.	